



NOTICE AND AGENDA OF REGULAR MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301, et seq.), notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows

FILED

MAR 13 2026

TIME 8:15 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: March 16, 2026

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO BE TAKEN ON THE FOLLOWING LISTED ITEMS ON THE AGENDA

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL:

ROSS SELMAN	-	CHAIRMAN
MIKE HAYNES	-	VICE-CHAIRMAN
CHARLIE ROGERS	-	MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Regular Meeting from March 09, 2026
5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.
6. OFFICIALS – DEPARTMENT REPORT
 - A. ANIMAL SHELTER
 - i. Director's Weekly Report
7. FISCAL TRANSACTIONS
 - A. Claims and Purchase Orders
 - B. Transfers
 - C. Monthly Reports
 - D. Blanket Purchase Orders
8. UNFINISHED BUSINESS

None.

9. GRANTS

None.

10. AGENDA ITEMS

- A. Discussion, Consideration and Take Action to Verbally Approve on Participating in the "Six Remnant Defendants Settlement" Litigation and Authorization for Chairman to Sign the Subdivision Participation and Release Form through Docu-sign
- B. Discussion, Consideration and Possible Action to Verbally Approve Renewal Maintenance Contract Proposal between Miller Office and Pittsburg County Treasurer
- C. Discussion, Consideration and Possible Action to Approve Service Agreement between Voice Products Service, LLC and Pittsburg County Sheriff Office
- D. Discussion, Consideration and Possible Action to Approve Lease Documents for 2010 John Deere 6330 Tractor and Tiger Boom Mower-District 3
- E. Resolution 26-217 to Appoint Requisition Officer - District Attorney
- F. Resolution 26-218 to Close public platted roads, undeveloped, in Townsite Addition#11 as follows: The north/south boundary between Lot 52 and 37; The east/west boundary between Lot 52 and Lot 49; The east/west boundary Lot 48 and Lot 37; The north/south boundary between Lot 36 and Lot 35; The east/west boundary lot between Lot 33 and Lot 35; The east/west boundary between Lot 32 and Lot 34; The north/south boundary between Lot 32 and the common boarders with Lots 24 and Lot 26; The north/south boundary between Lots 34 and the common boarders with Lots 27 and 30; The east/west boundary between Lot 26 and Lot 27; The east/west boundary Lot 25 and Lot 28 embraced in Section 23, Township 5 North, Range 15 East, Pittsburg County Oklahoma- District 2
- G. Vote to Enter into Executive Session
- H. EXECUTIVE SESSION:
 - i. To Perform the Personnel Performance Evaluation for Raymond Orr, Expo Center Employee, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - ii. To Perform the Personnel Performance Evaluation for Josh O'Dell, Jr., Expo Center Employee, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
- I. Vote to Move Out of Executive Session back into Regular Session

11. ROAD CROSSING PERMITS

None.

12. NEW BUSINESS

CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA.

13. 10:00 A.M. - PUBLIC HEARINGS

None

14. 10:00 A.M. - BID OPENINGS

None.

15. RECESS/ADJOURNMENT



Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONER
MARCH 16, 2026
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on March 16, 2026 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:15 A.M., March 13, 2026.

1. CALL MEETING TO ORDER: The meeting was called to order by Chairman Selman.

2. ROLL CALL: Roll was called.

Ross Selman	Present
Mike Haynes	Present
Charlie Rogers	Present

3. APPROVAL OF AGENDA: Selman made a motion to approve the agenda with corrections to item 10A to remove the word verbally, item 6A to read monthly not weekly and to strike 10Hi from the agenda; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MARCH 9, 2026: The minutes from the previous meeting, March 9, 2026 regular meeting were read. Haynes made a motion to approve the minutes; seconded by Rogers.

AYE: Ross Selman
Mike Hayens
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: Diane Dunbar with the Heart of Oklahoma Corvette Club stated that registration opened March 1st. Dunbar stated they already have 55 entries with some being from Colorado and Illinois. Dunbar said that their goal is to be part of the community and that they had 8 states represented at the 1st show. Dunbar stated that they are working on security as it is needed with the value of the cars. Dunbar stated that they want to continue to be here and would like to offer a commissioners award this year at the show. Dunbar stated that they don't want to look for another home for the event. Rogers asked about the addendum changes to lease. Selman stated that they addendum will be honored. Dunbar stated that they host a dinner on Friday night for the participants. Dunbar stated that they would like tents over the wash area to protect the cars as they are cleaned before the show. Dunbar stated that they have concerns with thee race track construction causing issue for the show. Selman stated that there shouldn't be an issue.

Dunbar also stated that they will have participants using RV spots and would like use of the outdoor restrooms and will need assistance with the parking area. Selman stated that will have the issues taken care and requested a drawing for the parking area. Rogers asked if they had any issues last year. Dunbar explained the issues last year. Dunbar stated that they would like to not have any issues and gave an overview of the other events that the participants will be enjoying in the area.

6. OFFICIALS – DEPARTMENT REPORTS:

A. ANIMAL SHELTER:

i. DIRECTOR'S MONTHLY REPORT: Michele Van Pelt presented the animal shelter report. Sandra Crenshaw stated that they have obtained quotes to repair the crematory. Selman stated to check if the funds are available or wait until next budget year.

7. FISCAL TRANSACTIONS:

A. CLAIMS AND PURCHASE ORDERS: Selman made a motion to approve the purchase orders for payment after review and signature; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

B. TRANSFERS: Selman made a motion to approve all transfers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: Selman made a motion to approve the monthly reports of officers; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Sheriff	8063	\$ 4,000.00	Custom Technologies
Jail	8064	\$ 300.00	Cintas 1 st Aid
Jail	8065	\$ 2,500.00	Jamesco
District 2	8067	\$ 3,000.00	Parrott Trucking
District 1	8068	\$ 500.00	Weldon Parts
District 1	8069	\$ 500.00	Kiamichi Automotive
District 1	8070	\$ 500.00	O'Reilly's
Asphalt Plant	8071	\$10,000.00	Ahern Industries
Commissioners	8073	\$ 60.00	Comdata
Jail	8079	\$ 1,000.00	O'Reilly's
Jail	8080	\$ 120.00	Ben E Keith
Highway 9 Fire Dept	7459	\$ 75.00	Longtown Water

Selman made a motion to approve the blanket purchase orders; seconded by Rogers.

AYE: Ross Selman
 Mike Haynes
 Charlie Rogers

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. GRANTS: None.

10. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND TAKE ACTION TO APPROVE ON PARTICIPATING IN THE "SIX REMNANT DEFENDANTS SETTLEMENT" LITIGATION AND AUTHORIZATION FOR CHAIRMAN TO SIGN THE SUBDIVISION PARTICIPATION AND RELEASE FORM THROUGH DOCU-SIGN:

Selman made a motion to approve the participation; seconded by Haynes.

AYE: Ross Selman
 Mike Haynes
 Charlie Rogers

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO VERBALLY APPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL BETWEEN MILLER OFFICE AND PITTSBURG COUNTY TREASURER: Selman made a motion to approve the maintenance contract; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SERVICE AGREEMENT BETWEEN VOICE PRODUCTS SERVICE, LLC AND PITTSBURG COUNTY SHERIFF OFFICE: Frankie McClendon explained the annual contract for the interview room audio and video recording. Selman stated that the agreement is in the amount of \$3016.65. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE DOCUMENTS FOR 2010 JOHN DEERE 6330 TRACTOR AND TIGRE BOOM MOWER – DISTRICT 3: Selman made a motion to approve the lease documents; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

E. RESOLUTION 26-217 TO APPOINT REQUISITION OFFICER – DISTRICT ATTORNEY: Selman read the resolution. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

F. RESOLUTION 26-218 TO CLOSE PUBLIC PLATTED ROADS, UNDEVELOPED, IN TOWNSITE ADDITION #11 AS FOLLOWS: THE NORTH/SOUTH BOUNDARY BETWEEN LOT 52 AND 37; THE EST/WEST BOUNDARY BETWEEN LOT 52 AND LOT 49; THE EAST/WEST BOUNDARY LOT 48 AND LOT 37; THE NORTH/SOUTH BOUNDARY BETWEEN LOT 36 AND LOT 35; THE EAST/WEST BOUNDARY BETWEEN LOT 33 AND LOT 35; THE EAST/WEST BOUNDARY BETWEEN LOT 32 AND LOT 34; THE NORTH/SOUTH BOUNDARY BETWEEN LOT 32 AND THE COMMON BOARDERS WITH LOTS 24 AND LOT 26; THE NORTH/SOUTH BOUNDARY BETWEEN LOTS 34 AND THE COMMON BOARDERS WITH LOTS 27 AND 30; THE EAT/WEST BOUNDARY BETWEEN LOT 26 AND LOT 27; THE EAST/WEST BOUNDARY LOT 25 AND LOT 28 EMBRACED IN SECTION 23, TOWNSHIP 5 NORTH, RANGE 15 EAST, PITTSBURG COUNTY OKLAHOMA – DISTRICT 2: Haynes made a motion to close the roadways; seconded by Selman.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

The board moved down the agenda to item 11.

11. ROAD CROSSING PERMITS: None.

12. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACXTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: None.

13. 10:00 A.M. – PUBLIC HEARINGS: None.

14. 10:00 A.M. – BID OPENINGS: None.

The board moved back up the agenda to item 10G.

G. VOTE TO ENTER EXECUTIVE SESSION: Selman made a motion to enter into executive session; seconded by Haynes.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

H. EXECUTIVE SESSION:

ii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION FOR JOSH O'DELL, JR., EXPO CENTER EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

I. VOTE TO MOVE OUT OF EXECUTIVE SESSION BACK INTO REGULAR SESSION: Selman made a motion to go out of executive session back into regular session; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed.

The board moved down the agenda to item 15.

15. RECESS/ADJOURNMENT: There being no further business brought before the board; Selman made a motion to sign all approved claims and adjourn; seconded by Rogers.

AYE: Ross Selman
Mike Haynes
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2025-2026

Date Range: 03/16/2026 to 03/16/2026

PO	Warrant No.	Vendor Name	Purpose	Amount
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Animal Shelter

1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS

006642	000451	H2O DEPOT	WATER & COOLER RENT	\$ 27.70
007706	000452	ZOETIS US LLC	VACCINES	\$ 2,894.00
007784	000453	CITY OF MCALESTER	MONTHLY SERVICE	\$ 956.35
007962	000454	CENTER, EWELL	VET SERVICES	\$ 700.00
008020	000455	CATHEY & ASSOCIATES LLC	GARAGE DOOR REPAIR	\$ 249.95
			Total:	\$ 4,828.00

CARES

1565-1-2000-2005 / COVID AID & RELIEF M&o

006378	000008	WAV 11	CONSTRUCTION PROJE	\$ 1,800.00
			Total:	\$ 1,800.00

Econ Dev Trust

7603-4-0500-2005 / EDA EXPO M&o

003090	000455	BEN E. KEITH LOCKBOX	CONCESSION SUPPLIES	\$ 487.14
006647	000456	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
007599	000457	SGC FOODSERVICE	CONCESSION SUPPLIES	\$ 659.35
007614	000458	PRO KILL INC.	PEST CONTROL SERVIC	\$ 500.00
007957	000459	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
007958	000460	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 995.02
007964	000461	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 775.31
007965	000462	FORD, MARY	CONTRACT LABOR	\$ 122.50
007968	000463	MCGEHEE, GAYLA	CONTRACT LABOR	\$ 120.40
007969	000464	HARTSFIELD, DAYTON	CONTRACT LABOR	\$ 45.00
007970	000465	SUTER, DUSTIN	CONTRACT LABOR	\$ 105.00
007971	000466	ODELL, EMILY	CONTRACT LABOR	\$ 117.00
007972	000467	ODELL, VIRGINIA	CONTRACT LABOR	\$ 136.50
007973	000468	MILLER, ASHTON	CONTRACT LABOR	\$ 60.00
007977	000469	BAKER, VICKI	CONTRACT LABOR	\$ 50.00
007983	000470	MORGAN, DAKOTA	CONTRACT LABOR	\$ 300.00
007984	000471	WESTBROOK, COLTEN	CONTRACT LABOR	\$ 300.00
007985	000472	BURNETT, JOHN	CONTRACT LABOR	\$ 300.00
007988	000473	MONTGOMERY, WESTON	CONTRACT LABOR	\$ 300.00
007989	000474	JOHNSTON, PATRICK O.	CONTRACT LABOR	\$ 300.00
007990	000475	RIDDLE, JOE	CONTRACT LABOR	\$ 300.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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Econ Dev Trust

7603-4-0500-2005 / EDA EXPO M&O

007991	000476	SINGLETON, KALIN	CONTRACT LABOR	\$ 300.00
007994	000477	WILLIAMS-NEFF, KYLE	CONTRACT LABOR	\$ 300.00
007995	000478	TIDWELL, DENNIS	CONTRACT LABOR	\$ 300.00
008019	000479	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 11.89
008054	000480	BEMAC SUPPLY	FILTERS	\$ 334.05
			Total:	\$ 7,367.56

Emergency Mgmt

1212-2-2700-2005 / CIVIL DEFENSE M&O

007866	000164	AT&T MOBILITY	MONTHLY SERVICE	\$ 772.20
			Total:	\$ 772.20

General

0001-1-0100-2005 / DISTRICT ATTORNEY M&O

008036	003041	EVANS, KRISTY	TRANSCRIPTS	\$ 340.00
			Total:	\$ 340.00

0001-1-0600-2005 / TREASURER M&O

007346	003042	STAPLES	OFFICE SUPPLIES	\$ 428.58
008059	003043	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 174.00
			Total:	\$ 602.58

0001-1-0800-2005 / COMMISSIONERS M&O

007945	003044	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
			Total:	\$ 175.00

0001-1-1700-2005 / REVAL. M&O

007417	003045	STAPLES	OFFICE SUPPLIES	\$ 158.33
007979	003046	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 89.24
007981	003047	AT&T MOBILITY	MONTHLY SERVICE	\$ 584.66
			Total:	\$ 832.23

0001-1-1700-2020 / REVAL/CONTRACT

007980	003048	PARRETT, CAROL	VISUAL INSPECTION	\$ 2,340.00
			Total:	\$ 2,340.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

0001-1-2000-2011 / MEDICAL-INMATE

008041	003049	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 2,553.95
			Total:	\$ 2,553.95

0001-1-2200-2005 / ELECTION BOARD M&O

007737	003050	BRIGGS PRINTING	BUSINESS CARDS	\$ 46.45
007855	003051	AT&T MOBILITY	MONTHLY SERVICE	\$ 157.35
			Total:	\$ 203.80

0001-1-3300-2005 / MAINTENANCE M&O

005430	003052	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 216.74
007850	003053	TISDAL & O HARA	LEGAL SERVICES	\$ 249.00
007851	003054	TISDAL & O HARA	LEGAL SERVICES	\$ 1,720.00
007854	003055	VYVE BROADBAND	MONTHLY SERVICE	\$ 81.90
007857	003056	CITY OF MCALESTER	MONTHLY SERVICE	\$ 104.62
007871	003057	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 4,940.98
007966	003058	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 249.02
007967	003059	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 230.44
008004	003060	AT&T MOBILITY	MONTHLY SERVICE	\$ 202.70
			Total:	\$ 7,995.40

0001-2-0400-2005 / SHERIFF M&O

006576	003061	COMDATA	FUEL	\$ 9,538.54
			Total:	\$ 9,538.54

0001-2-0400-2012 / FEEDING PRISONERS

007926	003062	BEN E. KEITH LOCKBOX	INMATE GROCERIES	\$ 8,239.42
			Total:	\$ 8,239.42

0001-2-2700-2005 / CIVIL DEFENSE M&O

008026	003063	VYVE BROADBAND	MONTHLY SERVICE	\$ 192.81
			Total:	\$ 192.81

0001-4-0500-2005 / Expo M&O

007992	003064	KOS, CHRISTOPHER	CONTRACT LABOR	\$ 300.00
007993	003065	CORPUS, ESSENCE	CONTRACT LABOR	\$ 300.00
			Total:	\$ 600.00

0001-5-0900-1110 / OSU PS

008058	003066	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 18,333.33
			Total:	\$ 18,333.33

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

0001-5-0900-2005 / OSU M&O

007390	003067	HODGES BADGE COMPANY INC.	4-H AWARDS	\$ 312.94
008016	003068	US POSTMASTER	BULK MAIL PERMIT	\$ 370.00
008048	003069	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 102.52
			Total:	\$ 785.46

Health

1216-3-5000-2005 / HEALTH DEPT. M&O

007246	000256	PACE HEAT & AIR	HOT WATER TANK	\$ 3,770.07
007929	000257	LOWES	BATTERIES ETC	\$ 75.93
007936	000258	AT&T MOBILITY	MONTHLY SERVICE	\$ 369.34
007937	000259	SHRED-IT	SHRED SERVICE	\$ 489.84
			Total:	\$ 4,705.18

Highway

1102-6-4200-2005 / DIST. #2 M&O

007845	001929	AMAZON CAPITAL SERVICES INC.	PLAQUE	\$ 42.64
007853	001930	ACCO	REGISTRATION	\$ 35.00
			Total:	\$ 77.64

1102-6-6520-2005 / CIRB-MV M&O

006591	001931	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
006592	001932	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 92.63
007940	001933	AT&T MOBILITY	MONTHLY SERVICE	\$ 202.70
			Total:	\$ 334.33

Hwy-ST

1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O

001126	002089	DISCOUNT STEEL	PARTS & SHOP SUPPLIE	\$ 415.25
004730	002090	LOWES	PARTS & SHOP SUPPLIE	\$ 208.33
006621	002091	JAMES SUPPLIES	CYLINDER RENTALS	\$ 27.33
007571	002092	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 13,882.40
007613	002093	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 13,658.40
007657	002094	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 13,764.80
007927	002095	JAMES SUPPLIES	WELDING SUPPLIES	\$ 114.26
007997	002096	JAMES SUPPLIES	WELDING SUPPLIES	\$ 158.68
007999	002097	RAM INC	FUEL	\$ 9,727.72
008000	002098	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 90.00
008021	002099	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 563.85

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O

008032	002100	JAMES SUPPLIES	WELDING SUPPLIES	\$ 577.64
008047	002101	JAMES SUPPLIES	WELDING SUPPLIES	\$ 111.50
			Total:	\$ 53,300.16

1313-6-8041-2005 / HIGHWAY SALES TAX M&O DISTRICT #1

003130	002102	JAMES SUPPLIES	CYLINDER RENTALS	\$ 17.86
003956	002103	JAMES SUPPLIES	CYLINDER RENTALS	\$ 21.00
004728	002104	JAMES SUPPLIES	CYLINDER RENTALS	\$ 21.70
005717	002105	JAMES SUPPLIES	CYLINDER RENTALS	\$ 21.70
006199	002106	T & W TIRE	TIRES & SERVICES	\$ 1,498.74
006626	002107	AIRGAS	CYLINDER RENTALS	\$ 230.99
006629	002108	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 17.15
006630	002109	JAMES SUPPLIES	CYLINDER RENTALS	\$ 19.60
006699	002110	T3 TIRE & WELDING	GRADER TIRES	\$ 3,054.96
006887	002111	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 119.07
007194	002112	DOLESE	1 1/2" CRUSHER RUN	\$ 2,931.91
007607	002113	RAM INC	FUEL	\$ 2,263.15
007646	002114	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 480.67
007680	002115	VYVE BROADBAND	MONTHLY SERVICE	\$ 268.23
007681	002116	U.S. POSTMASTER	POST OFFICE BOX	\$ 106.00
007707	002117	WELDON PARTS INC	STRAP	\$ 333.40
007745	002118	WARREN POWER & MACHINERY INC.	EQUIPMENT REPAIR	\$ 6,763.33
007748	002119	DISCOUNT STEEL	FLAT IRON	\$ 242.00
007749	002120	KIAMICHI AUTOMOTIVE WAREHOUSE	TOOL BOX	\$ 672.80
007762	002121	GOODWIN, BRENNEN	DEF	\$ 1,036.00
007859	002122	KIAMICHI AUTOMOTIVE WAREHOUSE	HYDRAULIC HOSE ETC.	\$ 323.17
007862	002123	LOWES	LEAF BLOWER	\$ 480.00
007863	002124	WARREN POWER & MACHINERY INC.	FILTER ELEMENT	\$ 1,267.50
007880	002125	JAMES SUPPLIES	CYLINDER LEASE	\$ 110.00
007933	002126	WELDON PARTS INC	LIGHTS	\$ 269.73
007938	002127	YELLOW HOUSE MACHINE	FILTERS	\$ 572.45
007941	002128	OTA PLATEPAY	TOLL CHARGES	\$ 23.64
007943	002129	YELLOW HOUSE MACHINE	GRADER BLADES	\$ 1,718.30
007944	002130	RAM INC	FUEL	\$ 5,910.81
007950	002131	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 182.45
007952	002132	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 644.94
			Total:	\$ 31,623.25

1313-6-8042-2005 / HIGHWAY SALES TAX M&O DISTRICT #2

002696	002133	OSU-CTP	REGISTRATION FEES	\$ 130.00
005729	002134	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,379.32
006632	002135	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,253.35
007349	002136	ALFORD METALS	METAL ETC	\$ 3,328.52

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8042-2005 / HIGHWAY SALES TAX M&O DISTRICT #2

007534	002137	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 138.64
007615	002138	PRO KILL INC.	PEST CONTROL	\$ 84.00
007675	002139	WELDON PARTS INC	A/C PARTS	\$ 138.96
007682	002140	WELDON PARTS INC	COMPRESSOR	\$ 556.98
007715	002141	MSTS RECEIVABLES LLC	DRILL BITS	\$ 122.97
007740	002142	MAXWELL SUPPLY COMPANY	CONCRETE SUPPLIES	\$ 612.39
007744	002143	GODDARD, GERALD	ELECTRICAL WORK	\$ 300.00
007848	002144	WELDON PARTS INC	VALVE	\$ 46.90
007930	002145	RAM INC	FUEL	\$ 11,192.95
007942	002146	AT&T MOBILITY	MONTHLY SERVICE	\$ 11.43
007975	002147	TWIN CITIES READY MIX	CONCRETE	\$ 1,204.00
008040	002148	MAXWELL SUPPLY COMPANY	CONCRETE SUPPLIES	\$ 142.27

Total: \$ 20,642.68

1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3

007244	002149	DOLESE	1 1/2" CRUSHER RUN	\$ 5,974.51
007294	002150	DOLESE	1 1/2" CRUSHER RUN	\$ 6,022.82
007677	002151	THE RAILROAD YARD	STEEL PIPE	\$ 8,717.87
007741	002152	AMAZON CAPITAL SERVICES INC.	PHONE ACCESSORIES	\$ 6.92
007949	002153	OTA PLATEPAY	TOLL CHARGES	\$ 40.26

Total: \$ 20,762.38

Rural Fire-ST

1321-2-8201-2005 / ALDERSON FIRE DEPT M&O

007703	000886	EXTREME WORK & PLAY	UTV REPAIR	\$ 1,748.35
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Total: \$ 1,748.35

1321-2-8205-2005 / BLANCO FIRE DEPARTMENT M&O

004786	000887	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 413.73
006556	000888	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 104.46
008027	000889	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 55.19

Total: \$ 573.38

1321-2-8213-2005 / HARTSHORNE FIRE DEPT M&O

007874	000890	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
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Total: \$ 223.28

1321-2-8215-2005 / HAILEYVILLE FIRE DEPT M&O

006563	000891	COMDATA	FUEL	\$ 422.22
007858	000892	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28

PO	Warrant No.	Vendor Name	Purpose	Amount
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Rural Fire-ST

1321-2-8215-2005 / HAILEYVILLE FIRE DEPT M&O

008031	000893	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 276.78
			Total:	\$ 922.28

1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&O

007954	000894	OKLA. STATE FIREFIGHTERS ASSOCIA	MEMBERSHIP DUES	\$ 2,200.00
007955	000895	AT&T MOBILITY	MONTHLY SERVICE	\$ 109.08
			Total:	\$ 2,309.08

1321-2-8217-2005 / HIGHWAY 9 FIRE DEPT M&O

006567	000896	COMDATA	FUEL	\$ 197.52
			Total:	\$ 197.52

1321-2-8218-2005 / INDIANOLA FIRE DEPT M&O

007272	000897	REDLINE FIRE EQUIPMENT & SUPPLY	DRIP TORCH ETC.	\$ 874.20
008017	000898	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 97.26
008018	000899	AT&T MOBILITY	TABLETS ETC	\$ 352.64
			Total:	\$ 1,324.10

1321-2-8219-2005 / KIOWA FIRE DEPARTMENT M&O

007714	000900	FREEDOM FORD	FIRE TRUCK REPAIR	\$ 2,771.52
008037	000901	AT&T MOBILITY	MONTHLY SERVICE	\$ 392.08
			Total:	\$ 3,163.60

1321-2-8220-2005 / KREBS FIRE DEPARTMENT M&O

007852	000902	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
			Total:	\$ 223.28

1321-2-8222-2005 / PITTSBURG FIRE DEPT M&O

007959	000903	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
007960	000904	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 72.50
007961	000905	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 62.81
008030	000906	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 251.84
			Total:	\$ 610.43

1321-2-8223-2005 / QUINTON FIRE DEPT M&O

008028	000907	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
			Total:	\$ 223.28

PO	Warrant No.	Vendor Name	Purpose	Amount
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Rural Fire-ST

1321-2-8224-2005 / RUSSELLVILLE FIRE DEPT M&O

008061	000908	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
			Total:	\$ 223.28

1321-2-8225-2005 / SAMS POINT FIRE DEPT M&O

007889	000909	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
007890	000910	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 109.00
007891	000911	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 78.00
			Total:	\$ 410.28

1321-2-8226-2005 / SAVANNA FIRE DEPT M&O

008006	000912	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
			Total:	\$ 223.28

1321-2-8227-2005 / SHADY GROVE FIRE DEPT M&O

006573	000913	COMDATA	FUEL	\$ 185.41
			Total:	\$ 185.41

1321-2-8229-2005 / UNION CHAPPELL FIRE DEPT M&O

008025	000914	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 223.28
			Total:	\$ 223.28

SH Commissary

1223-2-0400-2005 / SHERIFF COMMISSARY M&O

006595	000147	BANGFIRST	POSITIVE PAY MONTHLY	\$ 147.72
007563	000148	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 2,181.78
007611	000149	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,157.34
007718	000150	AMAZON CAPITAL SERVICES INC.	COMMISSARY SUPPLIES	\$ 28.98
007828	000151	COMMISSARY EXPRESS	KIOSK FEES	\$ 91.00
008007	000152	BEN E. KEITH LOCKBOX	INHOUSE COMMISSARY	\$ 618.32
			Total:	\$ 5,225.14

SH Svc Fee

1226-2-3400-2005 / JAIL M&O

006605	001320	H20 DEPOT	WATER & COOLER RENT	\$ 118.90
006606	001321	COMDATA	FUEL	\$ 651.29
006754	001322	JPX INTERNATIONAL LLC	RECERTIFICATION	\$ 300.00
006844	001323	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 524.70
006987	001324	BARLOW BUILT PERFORMANCE	AUTO REPAIR	\$ 2,240.08

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Svc Fee

1226-2-3400-2005 / JAIL M&O

007185	001325	WAV 11	INTERNET INSTALLATION	\$ 580.00
007237	001326	BEMAC SUPPLY	HOT WATER HEATER PAR	\$ 561.49
007374	001327	WAV 11	COMPUTER HARDWARE	\$ 600.00
007438	001328	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 117.00
007554	001329	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 1,809.20
007610	001330	AMAZON CAPITAL SERVICES INC.	JAIL SUPPLIES	\$ 155.13
007800	001331	AMAZON CAPITAL SERVICES INC.	MEDICAL SUPPLIES	\$ 131.52
007829	001332	BALCO UNIFORM CO. INC.	UNIFORMS	\$ 2,114.00
007831	001333	LOWES	TOOL BOX	\$ 389.44
007873	001334	AIRGAS	CYLINDER LEASE	\$ 101.50
007883	001335	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 28.37
007885	001336	BARLOW BUILT PERFORMANCE	BRAKE REPAIR	\$ 1,012.58
007932	001337	ATWOODS	UNIFORMS ETC	\$ 134.97
007946	001338	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 1,124.78
007947	001339	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 19.74
007948	001340	BIG V FEED	PEST SPRAY	\$ 45.00
008008	001341	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 24.16
008010	001342	BEN E. KEITH LOCKBOX	DISHWASHER LEASE	\$ 115.00
008042	001343	WAV 11	LABOR & INSTALL	\$ 150.00
008043	001344	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 533.09
008045	001345	WEDDLE SIGNS	VEHICLE LETTERING	\$ 325.00
008049	001346	AIRGAS	CYLINDER RENTALS	\$ 35.90
008050	001347	ATWOODS	BATTERY CHARGER ETC.	\$ 568.98
008052	001348	SERVICE OKLAHOMA	TAG & TITLE	\$ 51.00
008053	001349	LYLES, CODY	CERAMIC COATING	\$ 600.00
			Total:	\$ 15,162.82

1226-2-3400-2011 / JAIL INMATE MEDICAL

006609	001350	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 642.32
			Total:	\$ 642.32

1226-2-3400-2030 / INMATE PHONE

007832	001351	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 180.00
008046	001352	NCIC	INMATE PHONE TIME	\$ 4,189.74
			Total:	\$ 4,369.74

Grand Total: \$ 237,130.03

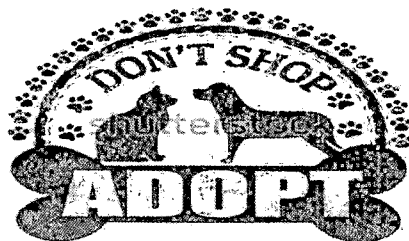
PITTSBURG COUNTY ANIMAL SHELTER

PRIVATE CREMATION FOR THE MONTHS OF 2025

JANUARY-36-\$5375
FEBRUARY- 19-\$2760
MARCH- 21-\$2885
APRIL- 33-\$4680
MAY- 33-\$4695
JUNE- 29-\$4405
JULY- 28-\$3975
AUGUST- 22-\$3280
SEPTEMBER- 17-\$2755
OCTOBER- 31-\$4450
NOVEMBER- 29-\$4220
DECEMBER- 29-\$4310
TOTAL: 327-\$47,790 (2025)

PRIVATE CREMATIONS FOR THE MONTHS OF 2026

JANUARY-33-\$4675
FEBRUARY-22-\$3380
MARCH-00-\$0000
APRIL- 00-\$0000
MAY- 00-\$0000
JUNE-00-\$0000
JULY-00-\$0000
AUGUST-00-\$0000
SEPTEMBER-00-\$0000
OCTOBER-00-\$0000
NOVEMBER-00-\$0000
DECEMBER-00-\$0000
TOTAL: 000-\$00,000 (2026)



PITTSBURG COUNTY ANIMAL SHELTER

**OUT OF COUNTY SURRENDERS
FOR THE MONTHS OF (2025)**

JANUARY- 26

FEBRUARY- 17

MARCH – 26

APRIL – 13

MAY – 24

JUNE— 21

JULY—28

AUGUST—09

SEPTEMBER— 34

OCTOBER-26

NOVEMBER- 09

DECEMBER- 11

TOTAL: 244 SURRENDERS (2025)

\$12,200.00

**OUT OF COUNTY SURRENDERS
FOR THE MONTHS OF (2026)**

JANUARY- 16

FEBRUARY-10

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL: 000 SURRENDER (2026)

\$00,000.00



PITTSBURG COUNTY ANIMAL SHELTER

**CUSTOMER COUNT FOR
THE MONTHS OF (2025)**

JANUARY- 379

FEBRUARY – 312

MARCH – 332

APRIL – 303

MAY – 370

JUNE—404

JULY— 555

AUGUST- 436

SEPTEMBER- 413

OCTOBER- 350

NOVEMBER- 363

DECEMBER- 316 (4,533)2025

**CUSTOMER COUNT FOR
THE MONTHS OF (2026)**

JANUARY- 441

FEBRUARY- 347

MARCH-

APRIL-

MAY-

JUNE-

JULY-

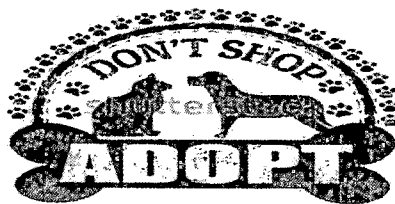
AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER- 000 (0,000)2026



PITTSBURG COUNTY ANIMAL SHELTER FELINE SURRENDERS

SURRENDERS FOR THE MONTHS OF 2025

JANUARY-75

FEBRUARY-54

MARCH-73

APRIL- 106

MAY-135

JUNE- 166

JULY- 199

AUGUST-132

SEPTEMBER- 165

OCTOBER- 153

NOVEMBER- 108

DECEMBER- 68

SURRENDERS FOR THE MONTHS OF 2026

JANUARY-45

FEBRUARY- 30

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL FOR THE YEAR(2025)

1,434

TOTAL FOR THE YEAR(2026)

0,000



PITTSBURG COUNTY ANIMAL SHELTER CANINE SURRENDERS

SURRENDERS FOR THE
MONTHS OF 2025

JANUARY- 128

FEBRUARY- 111

MARCH- 100

APRIL- 108

MAY- 157

JUNE- 155

JULY- 193

AUGUST- 141

SEPTEMBER- 148

OCTOBER- 126

NOVEMBER- 111

DECEMBER- 114

SURRENDER FOR THE
MONTH OF 2026

JANUARY-144

FEBRUARY- 97

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL FOR THE YEAR(2025)

1,592 SURRENDERS

TOTAL FOR THE YEAR(2026)

0,000 SURRENDERS



WWW.PITTSBURGHADLER.COM 3010W0016

PITTSBURG COUNTY ANIMAL SHELTER

ADOPTIONS FROM PET SENSE (2025)

JANUARY - 9

FEBRUARY - 7

MARCH - 16

APRIL - 00

MAY - 5

JUNE - 5

JULY - 12

AUGUST - 8

SEPTEMBER - 5

OCTOBER - 6

NOVEMBER - 6

DECEMBER - 6

TOTAL: 85 ADOPTIONS(2025)

ADOPTIONS FROM PET SENSE (2026)

JANUARY- 3

February- 6

MARCH-

APRIL-

MAY -

JUNE-

JULY-

AUGUST-

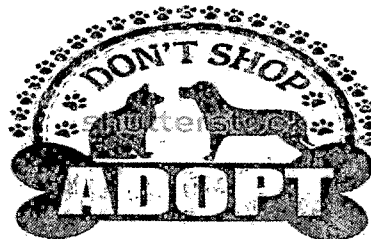
SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL: 00 ADOPTIONS(2026)



PITTSBURG COUNTY ANIMAL SHELTER CANINE ADOPTIONS & RECLAIMS

ADOPTIONS FOR THE MONTHS OF 2025

JANUARY-58

FEBRUARY-66

MARCH-67

APRIL-42

MAY-74

JUNE-60

JULY-68

AUGUST-41

SEPTEMBER-50

OCTOBER-65

NOVEMBER-63

DECEMBER-51

ADOPTIONS FOR THE MONTHS OF 2026

JANUARY-76

FEBRUARY- 56

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS (2025)

705

TOTAL ADOPTIONS (2026)

000



PITTSBURG COUNTY ANIMAL SHELTER FELINE ADOPTIONS & RECLAIMS

ADOPTIONS FOR THE
MONTHS OF 2025

JANUARY-42

FEBRUARY-30

MARCH-44

APRIL-54

MAY-25

JUNE-33

JULY-30

AUGUST-18

SEPTEMBER-30

OCTOBER-32

NOVEMBER-33

DECEMBER-28

ADOPTIONS FOR THE
MONTHS OF 2026

JANUARY-26

FEBRUARY - 29

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS 2025

399

TOTAL ADOPTIONS 2026

000





7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Pittsburg County, OK
Reference Number: CL-2024842

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to



7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.
- (3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form – [Entity Name, Entity State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact opioidsparticipation@rubris.com.



7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form*, please contact your counsel or the Notice and Claims Administrator at opioidsparticipation@rubris.com.

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

EXHIBIT G

**Six (6) Remnant Defendants'
Combined Subdivision Participation and Release Form
("Combined Participation Form")**

Governmental Entity: Pittsburg County	State: OK
Authorized Official: <u>Ross Selman</u>	
Address 1: <u>115 E Carl Albert Pkwy.</u>	
Address 2: <u>Room 100</u>	
City, State, Zip: <u>McAlester, OK 74501</u>	
Phone: <u>918-423-1338</u>	
Email: <u>boce@pittsburg.okcounties.org</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature:

Ross Selman

Name:

Ross Selman

Title:

Chairman, BOCC

Date:

3/16/2026



National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Pittsburg County, OK
Reference Number: CL-2024842

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL SUBDIVISION ACTIONS

MDL 2804

Case No. 1:17-md-2804

**SETTLEMENT AGREEMENT
AMONG PARTICIPATING
SUBDIVISIONS AND REMNANT
DEFENDANTS**

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Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants' Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the “*Agreement*”), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

- A. “*Action(s)*” means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter “*MDL No. 2804*”), in any court, including but not limited to, the actions listed in **Exhibit A**.
- B. “*Agreement*” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.
- C. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.
- D. “*Allocated Amount*” means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.
- E. “*Attorneys’ Fees and Expenses*” means payment to plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.
- F. “*Claim(s)*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- G. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
- H. “*Compensatory Restitution Amount*” means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney’s fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant’s portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.
- I. “*Consent Judgment*” means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.
- J. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

- K. “*Designated Subdivision*” means the Subdivision designated in writing by Plaintiffs’ Settlement Counsel to undertake the acts and obligations provided for in Section X.V.
- L. “*Effective Date*” means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.
- M. “*Final Judgment*” means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys’ Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.
- N. “*Later Litigating Subdivision*” means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.
- O. “*Litigating Subdivision*” means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);¹ (2) that

¹ “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

- P. “*MDL Court*” means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.
- Q. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
- R. “*Non-Participating Subdivision*” means any Subdivision that is not a Participating Subdivision.
- S. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- T. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- U. “*Non-Released Entity*” means an entity that is not a Released Entity.
- V. “*Notice*” means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.
- W. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.
- X. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Plaintiffs’ Settlement Counsel with the consent of the Remnant Defendants.

located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

- Y. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.²
- Z. “*Opioid Remediation Fund*” means the component of the Settlement Funds described in Section VI.C.
- AA. “*Opioid Remediation Funds*” means the Settlement Funds, less the payments set forth in Section VI.B.1.
- BB. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.
- CC. “*Participation Report*” means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.
- DD. “*Plaintiffs’ Settlement Counsel*” means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.
- EE. “*Plan of Allocation*” means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.
- FF. “*Pooled Settlement Amount*” means \$97,625,000.00.
- GG. “*Preliminary Agreement Date*” means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs’ Settlement Counsel.
- HH. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of

² Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

- II. "*Reference Date*" means the date by which each Remnant Defendant must inform the Plaintiffs' Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.
- JJ. "*Related Agreements*" means the related but individual agreements between each Remnant Defendant and Plaintiffs' Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant's share of the Pooled Settlement Amount.
- KK. "*Released Claims*" means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- LL. "*Released Entities*" means, with respect to Released Claims, the Remnant Defendants and:
1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and
6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

MM. "*Releasers*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

- NN. "*Remnant Defendants*" means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a "Remnant Defendant." For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.
- OO. "*Settlement*" means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.
- PP. "*Settlement Fund*" means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.
- QQ. "*Settlement Funds*" means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.
- RR. "*Settlement Fund Administrator*" means the agent to be selected as set forth in Section III.D.
- SS. "*Settlement Participation Form Submission Deadline*" means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.
- TT. "*Settling Parties*" means, collectively, the Participating Subdivisions and Remnant Defendants.
- UU. "*State*" means any state of the United States of America including their respective agencies, departments, and instrumentalities.
- VV. "*State-Subdivision Agreement*" means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

- WW. “*Subdivisions*” means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, “Subdivisions” includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivisions” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.
- XX. “*Subdivision Settlement Participation Form*” means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.
- YY. “*Taxes*” means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.
- ZZ. “*Tax Expense*” means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

AAA. "*Termination Refund*" means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.

BBB. "*Unknown Claims*" means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

II. Representations and Warranties

A. **Plaintiffs' Settlement Counsel's Representations and Warranties.** Plaintiffs' Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs' Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.
2. Because Plaintiffs' Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs' Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions' Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;
3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it;
6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and
8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. Remnant Defendants' Representations and Warranties. Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;
3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and
5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Settlement Fund

A. Settlement Payment. The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.
2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.
3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.
4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

B. Nature of Payment. Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;
4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and
5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. No Other Payments. Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. The Settlement Fund and Administrator.

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Settlement Fund Administrator will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs’ Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs’ Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.
4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

E. Taxes.

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III., and shall, in any

event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs’ Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1, shall be consistent with the provisions of this Section III.E.2, and in all events shall reflect that all Taxes as defined in Section I.YY, on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "Taxes"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3, and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

IV. Implementing the Agreement

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

B. Notice to the Subdivisions. No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

C. Participation by Subdivisions.

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII, *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G**.
2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.
3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.
4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.
5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.
7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

D. Notice by Remnant Defendants.

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.
2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

E. Entry of Consent Judgment.

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:
 - a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;
 - b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

- c. discharge and release the Released Entities from all Released Claims;
 - d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
 - e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
 - f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and
 - g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.
 3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

B. Failure of Effective Date to Occur. In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

C. Termination.

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:
 - a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;
 - b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;
 - c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or
 - d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.
2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

- a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;
- b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and
- c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

VI. Notice and Claims Administrator

A. Selection of Notice and Claims Administrator. Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.
2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.
4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.
5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.
6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.
8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

B. Distribution of Settlement Fund.

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

- a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);
 - b. to pay Notice and Administrative Costs (including escrow fees and costs);
 - c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII. of this Agreement; and
 - d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.
2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

VII. Use and Allocation of Opioid Remediation Fund.

A. Use of Opioid Remediation Funds.

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D: List of Opioid Remediation Uses**, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.
2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

B. Allocation of Opioid Remediation Fund. The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.
2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.
3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

C. No Liability for Distribution of Settlement Fund or Opioid Remediation Fund. Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

D. Balance Remaining in Settlement Fund or Opioid Remediation Fund. If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII, and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

VIII. Attorneys' Fees and Expenses

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

IX. Releases and Dismissal

A. No Future Actions Following Release. As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

B. Claim-Over and Non-Party Settlement.

1. It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;
- b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.
3. To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. In the event that any Releaser obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

- a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
- b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.
- c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:
 - (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;
 - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

- (v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and
 - (vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.
- d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. Litigation Bar. The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. General Release. The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. Assigned Interest Waiver. To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. Res Judicata. Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. Effectiveness. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

X. **Miscellaneous Provisions**

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

Exhibit A – List of Actions. Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

Exhibit B – Documents Describing Alleged Harms. References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

Exhibit C – List of Litigating Subdivisions. Lists of all Litigating Subdivisions.

Exhibit D – List of Opioid Remediation Uses. Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

Exhibit E – Plan of Allocation. The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities. Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

Exhibit G – Subdivision Settlement Participation Form. Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses. Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

M. Preservation of Records. For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

N. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

O. Notices. All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions,
address notice to:

Peter H. Weinberger
SPANGENBERG SHIBLEY & LIBER
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
(216) 696-3232
pweinberger@spanglaw.com

Jayne Conroy
SIMMONS HANLY CONROY
112 Madison Avenue, 7th Floor
New York, NY 10016
(212) 784-6400
jconroy@simmonsfirm.com

Joseph F. Rice
MOTLEY RICE
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464
(843) 216-9000
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.
FARRELL & FULLER
270 Munoz Rivera Ave., Suite 201
San Juan, PR 00918
(304) 654-8281
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

United Natural Foods, Inc.

Kim J. Myrdahl
Deputy General Counsel, Senior Vice President & Chief Compliance Officer
United Natural Foods, Inc.
Legal Department
PO Box 990
Minneapolis, Minnesota 55440
kim.j.myrdahl@unfi.com

With a copy (which shall not constitute notice) to:

Joseph M. Vanek
Greg Shinall
Trevor K. Scheetz
Sperling Kenny Nachwalter, LLC
321 N. Clark St., 25th Floor
Chicago, Illinois 60654
jvanek@sperlingkenny.com
shinall@sperlingkenny.com
tscheetz@sperlingkenny.com

J M Smith Corporation

Robert M. Barrett
General Counsel
J M Smith Corporation
9098 Fairforest Road
Spartanburg, SC 29301
rbarrett@jmsmith.com

With a copy (which shall not constitute notice) to:

John J. Haggerty
Fox Rothschild LLC
Stone Manor Corporate Ctr.
2800 Kelly Road, Suite 200
Warrington, PA 18975
jhaggerty@foxrothschild.com

Louisiana Wholesale Drug Company, Inc.

Chad Gielen
President
Louisiana Wholesale Drug Co., Inc.
2085 I-49 S. Service Rd.
Sunset, LA 70584

With a copy (which shall not constitute notice) to:

Neil G. Vincent
Allen & Gooch, ALC
2000 Kaliste Saloom Road, Ste. 400
Lafayette, Louisiana 70508
neilvincent@allengooch.com

Morris & Dickson Co., L.L.C.

Jim Walden
Walden Macht Haran & Williams LLP
250 Vesey Street, 27th Floor
New York, NY 10281
jwalden@wmhwlaw.com

Russell Dickson
General Counsel
Morris & Dickson Co., L.L.C.
PO Box 51367
Shreveport, LA 71135
rdickson@morrisdickson.com

North Carolina Mutual Wholesale Drug Company, Inc.

Clint Syvinski, Co-CEO
Katie Zechman, Co-CEO
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.
Durham, NC 27703
csyvinski@mutualdrug.com
kzechman@mutualdrug.com

With a copy (which shall not constitute notice) to:

Chris Graebe
Morningstar Law Group
434 Fayetteville St., Suite 2200
Raleigh, NC 27601
cgraebe@morningstarlawgroup.com

Associated Pharmacies, Inc.; American Associated Pharmacies

Clint King
President
Associated Pharmacies, Inc.
211 Lonnie E. Crawford Blvd.
Scottsboro, AL 35769
clint@apirx.com

With a copy (which shall not constitute notice) to:

Carl S. Burkhalter
S. Reeves Jordan
Maynard Nexsen P.C.
1901 Sixth Ave. N., Suite 1700
Birmingham, AL 35203
cburkhalter@maynardnexsen.com
rejordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

P. Consent to Jurisdiction. The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasors) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

Q. Resolution of Disputes; Retention of Exclusive Jurisdiction. Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

R. Choice of Law. This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

S. No Waiver. No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. Preservation of Privilege. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. Duty Not to Encourage Non-Participation. Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

V. Tax Cooperation and Reporting.

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.
3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.
4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant's portion of the Pooled Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.
5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

PLAINTIFFS' SETTLEMENT COUNSEL

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

MORRIS & DICKSON CO., L.L.C.

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

UNITED NATURAL FOODS, INC.

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG
COMPANY, INC.**

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

J M SMITH CORPORATION

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

ASSOCIATED PHARMACIES, INC.

Date: _____

By: _____

Printed Name: _____

Title: _____

**AMERICAN ASSOCIATED
PHARMACIES**

Date: _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL
WHOLESALE DRUG COMPANY, INC.**

Date: _____

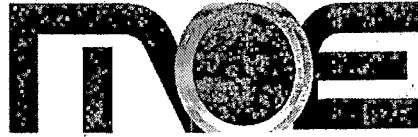
By: _____

Printed Name: _____

Title: _____

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
McAlester, OK 74501
(888) 332-3431 Phone
(918) 426-3626 Fax

Pittsburg County Treasurer
115 E Carl Albert Pkwy Rm #2
McAlester, OK 74501

Pittsburg County Treasurer
115 E Carl Albert Pkwy Rm #2
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MOEC102672-02
Renewal Date Range 5/1/2026 - 4/30/2027

3/2/2026

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

Your Contract Renewal Rate will be \$30.00 billing Monthly
Maint-Supply Incl Excl Paper/Networking

Equipment covered under this contract agreement include:

C9241	IMR-4935i	4PA08110		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B\W-109	Black and White	3,000.00	0.0079	Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill
Please Sign and Return.
Invoice to follow.

Sincerely,

Rachel McPherson
Contract Administrator
rmcpherson@milleroffice.com
Phone

Contract# MOEC102672-02

Printed Name: Jennifer Hackler

Signature: Jennifer Hackler

Title: County Treasurer

Date: 3/16/2026

New Purchase Order# _____

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

Miller Office Equipment

MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current. In all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) _____

VoiceProducts Service, LLC
VOICE • VIDEO • DATA

SERVICE AGREEMENT

BETWEEN

Pittsburg County Sheriff Office

And

VOICE PRODUCTS SERVICE, LLC

Regarding the Equipment installed at:

**1210 N West St,
McAlester, OK 74501**

VOICE PRODUCTS SERVICE, LLC
8555 East 32nd Street North
Wichita, KS 67226
(316) 616-1111
FAX (316) 263-1823

VoiceProducts Service, LLC

VOICE • VIDEO • DATA

SERVICE AGREEMENT

This agreement is between VOICE PRODUCTS SERVICE, LLC, 8555 East 32nd Street North, Wichita, KS 67226, which shall include the authorized representatives of VOICE PRODUCTS SERVICE, LLC and Pittsburg County Sheriff Office, hereinafter referred to as the Customer. The terms "we", "us" and "our" in this Agreement refer to VOICE PRODUCTS SERVICE, LLC, VOICE PRODUCTS, Inc. and the employees and representatives of those companies. This Agreement covers the Equipment described in proposal number P111034 and is attached to and is a part of this Agreement.

VOICE PRODUCTS SERVICE, LLC is the obligor on this Agreement but will not perform any repair services. Instead VOICE PRODUCTS SERVICE, LLC will pay for the repair services provided by VOICE PRODUCTS, Inc. based upon the coverage terms in the Agreement.

WHEREBY IT IS AGREED AS FOLLOWS:

Conditions of Equipment at Commencement of Agreement:

VOICE PRODUCTS, Inc. represents and warrants that the Equipment operates within the manufacturer's specification and has been comprehensively inspected by a qualified engineer, trained and skilled in the performance of the specific services invoiced, and delegated by the manufacturer. Furthermore, any coverage or rights of the Customer under any other warranties shall remain in effect, and shall not be mitigated by virtue of this Agreement.

GENERAL INFORMATION

Normal Service Hours: Normal on-site service hours are 8:00 AM to 5:00 PM, central time, Monday through Friday, excluding the holidays listed below. Extended Service Hours are hours outside of the Normal Service Hours. Normal service hours are 8:00 AM to 5:00 PM central time.

Company Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In the event that a holiday falls on a weekend, we reserve the right to designate a weekday as a holiday for employees.

VoiceProducts Service, LLC

VOICE • VIDEO • DATA

How to Report an Issue: Customer will report technical issues with Equipment or software to the VOICE PRODUCTS, Inc. Help Desk. **Trouble tickets may be opened via telephone contact by dialing (800) 466-1152 or (316) 616-1111.** If calling outside of normal service hours an on-call Product Support Engineer will be paged. If your preference is for VOICE PRODUCTS, Inc. to wait until the next business day to address the issue, please indicate so when you call. Customer may also report issues by email to support@voiceproducts.com.

We kindly ask that you do not attempt to contact a Product Support Engineer directly.

Customer's Designated Contact should be prepared with the following information when reporting an issue:

1. Serial number of Equipment with issue being reported (if applicable).
2. Specific error message being received. (if applicable)
3. If a recording issue; Specific devices not being recorded, with agent ID, extensions, channel number (if applicable).
4. If a Playback issue; Which PC is experiencing the problem and does playback still work on other PCs?
5. If calling about an existing ticket, provide the ticket number.

The Product Support Engineer will triage the initial symptoms reported. Please do not attempt to repair the system yourself as this could result in additional time troubleshooting and additional charges.

If necessary, the engineer will remote into the Customer's system to conduct remote diagnostics as well as continue to try to resolve the issue over remote web connection. If an issue appears to be product software related, a ticket with the manufacturer may be opened.

The Technical Services Manager will determine if an on-site visit is required by a Product Support Engineer to resolve the issue. The Customer will designate at that time the Customer Contact from whom the Product Support Engineer will take direction and who will be the primary communication link while on-site.

If customer request on-site service when the issue could have been resolved by remote service a one-way travel charge at our current hourly rate will be charged.

When on-site, the Product Support Engineer will communicate directly with the Customer Contact regarding arrival to and departure from premises, work requirements in sensitive locations, and needed Customer assistance.

Before departure, the Product Support Engineer will update the Customer Contact the work that has been done and describes any outstanding issues.

The Customer shall not, in any circumstances, alter or add to the Equipment and/or software without our consent (which shall not be unreasonably withheld).

Severity Levels and Escalation Path:

Severity Level 1 – “CRITICAL FAILURE” – Any failure of covered items which results in loss of substantial number of recording channels, affected users, or data (audio, screens or both), or if allowed to persist will result in such loss. The loss has been shown to be caused by a defect in covered items. (e.g. Hard drive down, unable to record on one or more systems), and NOT defects in 3rd party products or within the Customer environment.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer’s authorized representative.
On-Site Response Time	These issues are typically corrected via remote access to the system. If not able to resolve remotely and if final diagnosis of issue reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the issue is resolved or a work around is provided. The resolution process is ongoing until the issue is solved. Critical failures are typically resolved within 24 hours.

Severity Level 2 – “LIMITED FUNCTIONALITY” – The majority of the users at a Customer’s site are affected, but the issue does not affect the system functionality. The issue has a high visibility and although there may be a work around, performance may be degraded or functions limited. Issue may be due to a non-critical part failure or software malfunction. Level 2 issues frequently require manufacturer involvement, and occasionally require manufacturer R&D –level involvement, which may take longer to resolve. (e.g., evaluation form is unavailable, reporting is unavailable).

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Two (2) Hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	These issues are typically corrected via remote access to the system. If not able to resolve remotely and if final diagnosis of issue reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the issue is resolved or a work around is provided. The resolution process is ongoing until the issue is solved.

Severity Level 3 – “WORK IMPEDING OR INCONVENIENT” – A single user or small percentage of users are affected, or the issue has limited visibility.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 24 hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the issue is solved.

Severity Level 4 – “WORK UNIMPEDED” – Request for technical correction when not service impacting. Users are not immediately affected.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 48 hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the issue is solved.

Escalation Contact Table

NAME	TITLE	EMAIL ADDRESS	PHONE NUMBER
Ron McCrossen	Regional Voice and Video Logging Manager	rmccrossen@voiceproducts.com	(316) 616-1111 x 334
Stuart Peters	Vice-President and CFO	speters@voiceproducts.com	(316) 616-1111 x 211
Dean Tullis	President and CEO	dtullis@voiceproducts.com	(316) 616-1111 x 212

What Level of Support does my Service Agreement Provide?
Annual support coverage will be in accordance with the Service Agreement purchased.

Gold
<ul style="list-style-type: none">• Remote Diagnostics (Monday-Friday 8-5 Central time, excluding holidays)• On-site Hardware Support – Parts and Labor (Monday-Friday 8-5 central time, excluding holidays)• On-site Software Support – Labor (Monday-Friday 8-5 central time, excluding holidays)• Travel Expenses included for support visits. (Monday-Friday 8-5 central time, excluding holidays)• iRecord Software Assurance – Software Updates and Upgrades.• After hours Remote Diagnostics, Hardware Support and Software Support at hourly rates.• After Hours Support - \$375.00 per hour. 1 hour Minimum.• Holiday and Weekend Hours Support - \$500.00 per hour. 1 hour Minimum.

1. Repair and Replacements

In the event of any equipment failure during the term of this Agreement, VOICE PRODUCTS SERVICE, LLC will pay to repair or replace all defective components. Such repair or replacement shall be at no additional charge to the Customer except if caused by accident or negligence or improper use on the part of any person other than the staff of VOICE PRODUCTS SERVICE, LLC or VOICE PRODUCTS, Inc., or if caused by unsuitable electricity supply. All defective component parts so replaced shall become the property of VOICE PRODUCTS SERVICE, LLC. All repair parts shall be new or warranted as new.

2. Limits of Liability

Except as herein expressly stated, we shall not be liable for consequential loss, damage, or injury arising from any stoppage, breakdown, or failure of the Equipment, except where caused by the negligence of or breach of this Agreement by us or our failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but we shall use our best endeavors to remedy any stoppage as promptly as we are able and likewise shall use our best endeavors to keep the Equipment in good working order. If, however, personal injury or damage to property is caused by our negligence then we shall accept liability. For any single claim, the limit of liability under this Agreement is the lesser of the cost of (1) authorized repairs or (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance. The total liability under this Agreement is the current market value of the equipment, as determined by us, not to exceed the original purchase price of your equipment, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product.

3. DATA.

Customer grants Business Associate the non-exclusive, right to use, copy, store, disclose, transmit, modify, and create derivative works from customer data as necessary to: (a) provide any Services to customer: (b) for internal business purposes, such as to provide support for Services, monitor the performance and stability of their Services, and/or improve the Services and other products offered to customer: and (c) as otherwise required by applicable laws or as agreed to in writing between the parties. Business Associate may sublicense its rights set forth in this Section to any vendor or service provider whose products or Services are included in or incorporated into the Services. Subject to the rights set forth herein, Customer retains all intellectual property rights and other rights in Customer Data. Customer is responsible for its Customer data and will comply with all applicable laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Business Associate to process data as set forth in this agreement.

4. Customers Responsibilities

- A. Keep and operate the Equipment in a proper and prudent manner and at the same location within the United States, readily accessible to our personnel.
- B. Promptly notify us at the above address of any change in location of the Equipment.
- C. Make all payments due hereunder to VOICE PRODUCTS SERVICE, LLC at the address above stated within 30 days of the date on which such payments are expressed to be payable hereunder.
- D. Promptly notify us of faults, service issues or defects in the Equipment.
- E. Provide an adequate and suitable electricity supply in accordance with advice given by VOICE PRODUCTS, Inc. to the Customer in the sales proposal.
- F. Use only those materials and supplies (including removable media) approved by VOICE PRODUCTS, Inc. or approved by the manufacturer.
- G. Provide our service personnel full and reasonable access to the equipment Location(s) for the purpose of performing service.
- H. Provide a safe working environment for our service personnel.
- I. Provide us with reasonable access to and use of any machines, attachments and/or communications facilities (at no charge) which are necessary to facilitate service.
- J. Maintain and control proper site environmental conditions.
- K. Customer shall not perform, or cause to be performed any alterations to the system.
- L. Provide remote access for our remote troubleshooting and help desk support.

VoiceProducts Service, LLC

VOICE • VIDEO • DATA

- M. Perform system administration (e.g., defining user status and system permissions, changing and labeling audio Archive Media). Completing system administration training for on-site administrators is mandatory.
- N. Customer is responsible for protection of the system from virus/malware infection. Any service hours attributable to a system infection will be billed at VOICE PRODUCTS, Inc.'s prevailing hourly rate, subject to availability of VOICE PRODUCTS, Inc.'s service personnel.
- O. Contact us prior to installation of other third party software (such as anti-virus software) to confirm compatibility with the Customer's system.
- P. Contact us before making changes or modifications to System logins and passwords.
- Q. Contact us before making changes to systems that integrate with your System (e.g., Telephone system upgrades, CTI servers, network or firewall changes) to determine if there are implications to your system.
- R. Ensure Customer's designated contact(s) is (are) fully trained on proper administration, use and functionality of the system. If additional training or retraining is required, contact us to be put in touch with the training department. Training is no charge during the Service Agreement term.
- S. Provide regular and frequent communication to VOICE PRODUCTS to assure proper understanding of Customer issues and provide feedback to VOICE PRODUCTS with confirmation that an issue has been resolved.

5. Our Responsibilities

VOICE PRODUCTS SERVICE, LLC in cooperation with VOICE PRODUCTS, Inc. will provide the following:

- A. Maintain a technical support center with a twenty-four hour help desk, seven (7) days a week, 365 days a year that allows Customer to report that the system has malfunctioned or is inoperative.
- B. Once the Customer has placed a service request, and prior to any on-site work, we will work with the Customer to remotely troubleshoot and resolve the issue with the Customer. For technical issues that cannot, in our judgment, be resolved remotely, we will dispatch an authorized representative to provide on-site technical support.
- C. Using all responsible diligence to correct verifiable and reproducible errors to the software when reported to us in accordance with our standard reporting procedures. Upon verifying that an error is present, we shall work along with the manufacturer in such a manner which is necessary toward correction of the error.

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- D. Furnishing parts and software changes including manufacturer software patches or service packs are necessary to maintain the Equipment in good working condition; also including replacement of hardware components upon determination by us that hardware failure has occurred. Customer shall return the failed hardware component to VOICE PRODUCTS, Inc. within fifteen (15) days of receipt of the replacement component or return the defective unit to a VOICE PRODUCTS, Inc. Engineer who may be on-site.
- E. Dispatching service personnel on-site to the Equipment Location(s) when necessary as determined by us. If Customer requests the performance of services that are outside of or in addition to the scope of services covered under the Service Agreement purchased, such services may be furnished by VOICE PRODUCTS, Inc. on a time and materials basis at VOICE PRODUCTS, Inc.'s prevailing hourly rates, subject to availability of VOICE PRODUCTS, Inc.'s service personnel.
- F. Limited Warranty. VOICE PRODUCTS shall perform its support services in a professional manner in accordance with accepted industry practice. Our obligations to furnish repairs, parts and materials or correct any errors shall be limited to the terms of this Service Agreement and the manufacturer's limited warranty provided at the time of install. Our obligation to provide support services for the software shall be in accordance with the terms set forth in this Service Agreement, such that the software will perform in substantial conformance with the manufacturer's published specifications as amended from time to time. The limited warranty set forth by the manufacturer at the time of purchase shall not be superseded by this Service Agreement.
- G. In the event Customer requests service for a technical issue that proves not to be caused by an issue or defect in software or hardware covered on the Agreement, the Customer shall pay to VOICE PRODUCTS, Inc. the appropriate charges for labor and travel.

6. Rates and Charges

- A. The yearly charge described in Appendix 1, appended hereto, will become payable to VOICE PRODUCTS SERVICE, LLC at its address stated above on the first day of each Agreement year.
- B. In consideration of the Service to be provided herein, Customer will pay VOICE PRODUCTS SERVICE, LLC or the Agreementing business partner its Service Agreement fees based on the Service Agreement purchased. VOICE PRODUCTS SERVICE, LLC reserves the right to change the fees and Service Agreement upon the expiration of the then-current Service support term, provided that, no such change will be effective until thirty (30) days after VOICE PRODUCTS SERVICE, LLC has given Customer notice of such change.

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C. Additional Equipment: Additional Equipment and software acquired by Customer from VOICE PRODUCTS during the term of this policy will be automatically added to list of covered hardware and software following the installation of Equipment and/or software. Allowing for a 90-day warranty period on new Equipment and software, VOICE PRODUCTS SERVICE, LLC will issue an invoice on a coterminous basis for the prorated support fee.

D. Manufacturer Hardware/Software Obsolescence: In the event there is a failure of any of the installed hardware or software components that are no longer manufactured by or supported by the manufacturer, VOICE PRODUCTS SERVICE, LLC will compute the remaining amount of the Support purchased which covers the Equipment, software or part in question and to apply said amount as a discount toward the purchase of a new Service Agreement.

7. Variation of Charges

If the Equipment is added to or altered, then VOICE PRODUCTS may make appropriate variations in the charges payable under Clause 6 above. Any such variations shall be subject to Customer's approval, which shall not be unreasonably withheld.

8. Defaults

If the Customer shall fail to make payment, as defined in Clause 4c, or if either party shall be in continual or material breach of its obligations hereunder, the other party may forthwith, by written notice, terminate this Agreement without prejudice to pre-existing rights.

9. Force Majeure

Neither party hereto shall be under any liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control, each party acting reasonably and using its best efforts, based on good faith, to perform such obligations.

10. Confidentiality

VOICE PRODUCTS shall not disclose any information about the Customer, its business, or its customers to any third party without the prior consent of the Customer. For the purpose of this clause, customer shall include any partner of or body associated with the Customer, and/or any affiliate or subsidiary of the user. The foregoing obligation of confidentiality shall survive any termination of this Agreement.

11. Excluded From Coverage

Service to be provided under this Service Agreement does not include services for repair of damage, replacement of parts, correction of errors or defects, or increase of service time attributable to the following reasons:

- A. Any issues resulting from the misuse, improper use, abuse, alteration, or damage of the System.
- B. Any issues caused by modifications in any versions of the software not made or authorized in writing (in advance) by VOICE PRODUCTS, INC. or the manufacturer.
- C. Any issues resulting from the combination of the System with such other programming, Equipment or materials not supplied by VOICE PRODUCTS, INC. or to the extent such combination has not been approved in writing by VOICE PRODUCTS, INC. or the manufacturer.
- D. Any issues resulting from the Customer or operation of the system for purposes for which it was not designed.
- E. Issues resulting from unusual physical or electrical stress (such as power, UPS or air conditioning failure), accident, neglect or acts of nature. Electrical work external to and not connected with any covered Products.
- F. Moves, add and changes requested by Customer. These functions should not be performed by the Customer without prior approval by VOICE PRODUCTS, INC.
- G. Software version upgrades which provide substantially modified functionality to the original installed system such that it is considered by the manufacturer to be a new product or new version release; such product or new version release upgrades may be subject to an additional charge, based on the products purchased.
- H. Relocation of Equipment. Upon request of Customer, VOICE PRODUCTS, INC. will provide a price quotation for relocating the Equipment to a new site. In the event the Equipment is moved or relocated by other than VOICE PRODUCTS, INC. personnel, VOICE PRODUCTS, INC. shall have the right to evaluate the Equipment and its new site and environmental conditions as a condition for continuing maintenance on the Equipment, and to bill Customer at its then prevailing rates for such inspection and any labor, materials and adjustments which, in VOICE PRODUCTS, INC.'s opinion, are necessary to restore the Equipment to good operating condition.
- I. Requirements for VOICE PRODUCTS, INC. to go on-site to resolve an issue because remote access was not provided by Customer. If, in our judgment, the work could have been completed remotely, Customer will be charged time and material rates for this work.

APPENDIX 1

SCHEDULE OF SERVICE TIMES AND CHARGES
AUTHORIZED SIGNATURES

Level of Service Purchased:

GOLD

(as defined in General Information)

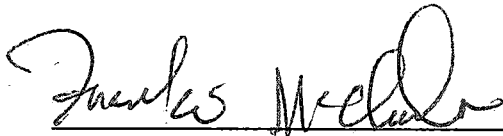
General SERVICE AGREEMENT Software and Hardware	
One Year (1) GMA	\$3,016.65

Duration:

Month	Day	Year	to	Month	Day	Year
March	7	2026		March	6	2027

VoiceProducts Service, LLC
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Pittsburg County Sheriff Office
P111034



Signature

Frankie McClendon

Print Name

Sheriff

Title

3/16/2026

Date

Receipt of payment by VOICE PRODUCTS SERVICE, LLC from the Customer constitutes acceptance of terms of the service Agreement by the Customer.

VOICE PRODUCTS SERVICE, LLC
8555 East 32nd Street North
Wichita, KS 67226
(316) 616-1111
FAX (316)-263-1823

8555 East 32nd Street North, Wichita, KS 67226
 P: 316-616-1111 F: 316-263-1823

Proposal Number: P111034
Proposal Date: 1/8/2026
Account Number: P03
Balance Due: \$3,016.65

Bill To: Pittsburg County Sheriff Office
 Hope Trammell / Account Payable
 115 E Carl Albert Parkway
 McAlester, OK 74501

Customer: Pittsburg County Sheriff Office
 1210 N West St,
 McAlester, OK 74501

Account No	Payment Terms	Due Date	Proposal Total	Balance Due
P03	DUE UPON RECEIPT	1/8/2026	\$3,016.65	\$3,016.65
Invoice Remarks				

49312 VC3220480945 \$0.00 Pittsburg County Sheriff Office 1210 N West St,
 McAlester, OK 74501

NETGEAR/NETGEAR GS116LP

Number	Serial Number	Base Adj.	Location
49316		\$0.00	Pittsburg County Sheriff Office 1210 N West St, McAlester, OK 74501

Axis/P3265-V

Number	Serial Number	Base Adj.	Location
49307		\$0.00	Pittsburg County Sheriff Office 1210 N West St, McAlester, OK 74501

LIEBERT/PSA5-1000MT120

Number	Serial Number	Base Adj.	Location
49311	23191101612D03C	\$0.00	Pittsburg County Sheriff Office 1210 N West St, McAlester, OK 74501

ETS/SM1-PE-SS-LN

Number	Serial Number	Base Adj.	Location
49310		\$0.00	Pittsburg County Sheriff Office 1210 N West St, McAlester, OK 74501

iRecord/SM-SGSPL5

Number	Serial Number	Base Adj.	Location
49315		\$0.00	Pittsburg County Sheriff Office 1210 N West St, McAlester, OK 74501

WORD SYSTEMS/SM-SGSPL7

Number	Serial Number	Base Adj.	Location
49306		\$0.00	Pittsburg County Sheriff Office 1210 N West St, McAlester, OK 74501

Beginning January 1, 2025, we will impose a surcharge of 3% on credit card purchases, which is not greater than our cost of acceptance. We do not surcharge cash or debit card transactions.

Proposal SubTotal	\$3,016.65
Tax:	\$0.00
Proposal Total	\$3,016.65
Balance Due:	\$3,016.65

March 16, 2026

Pittsburg County
115 E Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated **March 16, 2026**, between **Hogan Tractor Co.**, Lessor, and **Pittsburg County**, Lessee.

Dear Board of County Commissioners:

Please be advised that **Hogan Tractor Co** has assigned and transferred to **Local Bank**, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Local Bank
PO Box 660
Park Hill, OK 74451

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

Local Bank

By: Daniel Miller

ACKNOWLEDGED:

BY: 
Ross Selman, County Commissioner

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this **March 16, 2026**, by and between **Hogan Tractor Co** (herein "Assignor") and **Local Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follow:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated **March 16, 2026** and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.
2. Assignor represents, warrants, and covenants to Assignee as follow:
 - a. The Lease has been duly and validly executed by all parties thereto.
 - b. No act of default in the Lease has occurred to date since the execution of this Assignment.
3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: **Hogan Tractor Co.**

ASSIGNEE: **Local Bank**

BY: _____

BY: _____

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for the **Pittsburg** County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated **March 16, 2026** (the "Lease"), by and between **Hogan Tractor Co.** ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the Rental Payments") shall commence and be due and payable on **April 16, 2026**, and the **16th** of each month thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during each current fiscal year.
4. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **2010 John Deere 6330 Tractor VIN# L06330H643424 and Tiger Boom Mower s/r: 6544**

DATED: **March 16, 2026**

BY: _____



Ross Selman, County Commissioner

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/IF8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Board of County Commissioners Pittsburg County		2 Issuer's employer identification number (EIN) 73-6006407	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 115 E. Carl Albert Parkway	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code McAlester, Oklahoma 74501		7 Date of issue	
8 Name of issue Lease/Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► Lease/Purchase		18 92,000.00
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

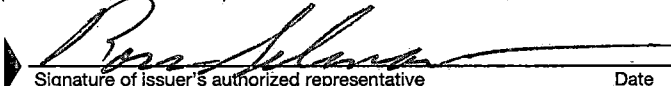
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 92,000.00	\$ NA	5 years	4.85 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22	Proceeds used for accrued interest	22
23	Issue price of entire issue (enter amount from line 21, column (b))	23
24	Proceeds used for bond issuance costs (including underwriters' discount)	24
25	Proceeds used for credit enhancement	25
26	Proceeds allocated to reasonably required reserve or replacement fund	26
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28	Proceeds used to refund prior taxable bonds. Complete Part V	28
29	Total (add lines 24 through 28)	29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	Date	Ross Selman County Commissioner Dist 3 Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

Pittsburg County, Oklahoma
Lease Purchase Agreement

This agreement is made this day of **March 16, 2026**, by and between the Board of County Commissioners of **Pittsburg** County, Oklahoma, designated as the Lessee and **Hogan Tractor Co**, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment":

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2010 John Deere	6330	Tractor VIN#L06330H643424	1	\$92,000.00	\$92,500.00

Tiger Boom Mower s/r: 6544

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of **\$1,739.61** per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew

The Lessee is hereby granted **4** successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of **9** months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of the lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final payment is made.

VI. Option to Purchase

In the event the lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor or Lessee's intent to purchase accompanied by a single, final payment of the amount equal to the remaining unpaid principal and interest balance due under the terms of this agreement. (If purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by reference). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under antitrust laws of the United States or of any State regarding the Equipment purchased under the terms of his agreement.

VII. Delivery and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with the respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintained fire and extended coverage casualty insurance covering the Equipment from time to time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement; the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not be appropriated to make the payments required under the terms of the agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regard to the road machinery or equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession, or transportation of said road machinery or equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for the Pittsburg County, State of Oklahoma.

Approved by the Board of County Commissioners at
Pittsburg County, Oklahoma




Charlie Rogers, District #1

FOR THE LESSOR: Hogan Tractor Co.

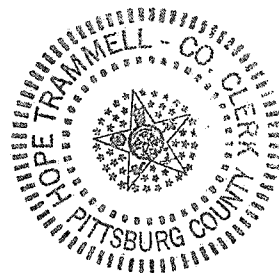


Mike Haynes, District #2



Ross Selman, District #3

Attest: 



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Local Bank

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
385 E Main

6 City, state, and ZIP code
Hulbert, OK 74441

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
7	3		-	0	2	4	2	1	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Murphy Roby* Date ▶ *11/24/2024*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

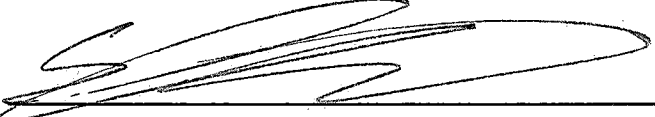
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement ("Lease") dated March 16, 2026 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any Lease agreement which either individually or in the aggregate would have the same such effect, and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: Chuck Sullivan
Printed Name

By: 

Title: District Attorney

Date: 3/20/26

**CERTIFICATE OF COVERAGE FROM THE
ASSOCIATION OF COUNTY COMMISSIONERS
OF OKLAHOMA SELF-INSURED GROUP**

PRODUCER: ACCO-SIG
INSURED PITTSBURG COUNTY
DATE: 07/01/2025-06/30/2026
POLICY NUMBER: ACCO-SIG 2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENTS BELOW.

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

ITEMS COVERED:

Adding as loss payee only as their interest may appear on the following:

John Deere 6330 Tractor, Serial: L06330H643424; Tiger Boom Mower, Serial: 6544, Insured Value: \$92,000.00.

LOSS PAYEE STATUS ONLY:

Local Bank
PO Box 660
Tahlequah, OK 74465

TYPE OF COVERAGE:

Property Coverage which includes Physical Damage coverage are afforded to the above-named county through
Plan Document ACCO-SIG2025 (Effective 7/01/2025 to 6/30/2026).

CANCELLATION:

SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGE AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, ACCO-SIG WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON ACCO-SIG, ITS AGENTS OR REPRESENTATIVES.

Sincerely,

Dusty Birdsong

Dusty Birdsong, C.P.C.U.
ADMINISTRATOR
Direct Line 405-516-5318
Toll Free 1-800-982-6212
Email dustyb@okacco.com

SCHEDULE OF RENTAL PAYMENTS

This Schedule is executed by Hogan Tractor Co. ("Lessor") and Pittsburg County ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of March 16, 2026 ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Pittsburg County

PAYMENT SCHEDULE: See Attached Amortization Schedule
RATE: 4.85%

See Attached Amortization Schedule

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for the purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate, or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

By: 
Ross Selman, County Commissioner

**CERTIFICATE WITH RESPECT TO
AUALIFIED TAX-EXEMPT OBLIGATION**

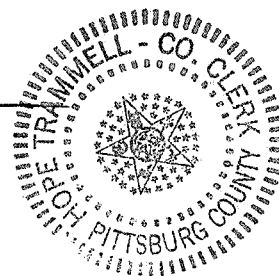
1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma, and the Lease is being issued by Lessee in calendar year 2025-2026.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2025-2026 as qualified tax-exempt obligations. Lessee reasonably anticipates t the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2025-2026 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this March 16, 2026.

Lessee: Pittsburg County

By: 
Ross Selman, County Commissioner

Attest: 



Date: 3/11/2026

Rate: 4.85% Payment: \$1,739.61 Term: 60 APR: 4.858863%
 Interest: \$11,876.89 Credit Life: \$0.00 A/H: \$0.00

Original Balance: \$92,500.00

Amortization Schedule

Date	Number	MOB	Interest	Principal	Payment	Balance
04/16/2026	1	\$0.00	\$381.02	\$1,358.59	\$1,739.61	\$91,141.41
05/16/2026	2	\$0.00	\$363.32	\$1,376.29	\$1,739.61	\$89,765.12
06/16/2026	3	\$0.00	\$369.76	\$1,369.85	\$1,739.61	\$88,395.27
07/16/2026	4	\$0.00	\$352.37	\$1,387.24	\$1,739.61	\$87,008.03
08/16/2026	5	\$0.00	\$358.40	\$1,381.21	\$1,739.61	\$85,626.82
09/16/2026	6	\$0.00	\$352.71	\$1,386.90	\$1,739.61	\$84,239.92
10/16/2026	7	\$0.00	\$335.81	\$1,403.80	\$1,739.61	\$82,836.12
11/16/2026	8	\$0.00	\$341.22	\$1,398.39	\$1,739.61	\$81,437.73
12/16/2026	9	\$0.00	\$324.64	\$1,414.97	\$1,739.61	\$80,022.76
Year 2026		\$0.00	\$3,179.25	\$12,477.24	\$15,656.49	
01/16/2027	10	\$0.00	\$329.63	\$1,409.98	\$1,739.61	\$78,612.78
02/16/2027	11	\$0.00	\$323.82	\$1,415.79	\$1,739.61	\$77,196.99
03/16/2027	12	\$0.00	\$287.22	\$1,452.39	\$1,739.61	\$75,744.60
04/16/2027	13	\$0.00	\$312.01	\$1,427.60	\$1,739.61	\$74,317.00
05/16/2027	14	\$0.00	\$296.25	\$1,443.36	\$1,739.61	\$72,873.64
06/16/2027	15	\$0.00	\$300.18	\$1,439.43	\$1,739.61	\$71,434.21
07/16/2027	16	\$0.00	\$284.76	\$1,454.85	\$1,739.61	\$69,979.36
08/16/2027	17	\$0.00	\$288.26	\$1,451.35	\$1,739.61	\$68,528.01
09/16/2027	18	\$0.00	\$282.28	\$1,457.33	\$1,739.61	\$67,070.68
10/16/2027	19	\$0.00	\$267.36	\$1,472.25	\$1,739.61	\$65,598.43
11/16/2027	20	\$0.00	\$270.21	\$1,469.40	\$1,739.61	\$64,129.03

Date	Number	MOB	Interest	Principal	Payment	Balance
12/16/2027	21	\$0.00	\$255.64	\$1,483.97	\$1,739.61	\$62,645.06
Year 2027		\$0.00	\$3,497.62	\$17,377.70	\$20,875.32	
01/16/2028	22	\$0.00	\$258.05	\$1,481.56	\$1,739.61	\$61,163.50
02/16/2028	23	\$0.00	\$251.94	\$1,487.67	\$1,739.61	\$59,675.83
03/16/2028	24	\$0.00	\$229.96	\$1,509.65	\$1,739.61	\$58,166.18
04/16/2028	25	\$0.00	\$239.60	\$1,500.01	\$1,739.61	\$56,666.17
05/16/2028	26	\$0.00	\$225.89	\$1,513.72	\$1,739.61	\$55,152.45
06/16/2028	27	\$0.00	\$227.18	\$1,512.43	\$1,739.61	\$53,640.02
07/16/2028	28	\$0.00	\$213.83	\$1,525.78	\$1,739.61	\$52,114.24
08/16/2028	29	\$0.00	\$214.67	\$1,524.94	\$1,739.61	\$50,589.30
09/16/2028	30	\$0.00	\$208.39	\$1,531.22	\$1,739.61	\$49,058.08
10/16/2028	31	\$0.00	\$195.56	\$1,544.05	\$1,739.61	\$47,514.03
11/16/2028	32	\$0.00	\$195.72	\$1,543.89	\$1,739.61	\$45,970.14
12/16/2028	33	\$0.00	\$183.25	\$1,556.36	\$1,739.61	\$44,413.78
Year 2028		\$0.00	\$2,644.04	\$18,231.28	\$20,875.32	
01/16/2029	34	\$0.00	\$182.95	\$1,556.66	\$1,739.61	\$42,857.12
02/16/2029	35	\$0.00	\$176.54	\$1,563.07	\$1,739.61	\$41,294.05
03/16/2029	36	\$0.00	\$153.64	\$1,585.97	\$1,739.61	\$39,708.08
04/16/2029	37	\$0.00	\$163.56	\$1,576.05	\$1,739.61	\$38,132.03
05/16/2029	38	\$0.00	\$152.01	\$1,587.60	\$1,739.61	\$36,544.43
06/16/2029	39	\$0.00	\$150.53	\$1,589.08	\$1,739.61	\$34,955.35
07/16/2029	40	\$0.00	\$139.34	\$1,600.27	\$1,739.61	\$33,355.08
08/16/2029	41	\$0.00	\$137.40	\$1,602.21	\$1,739.61	\$31,752.87
09/16/2029	42	\$0.00	\$130.80	\$1,608.81	\$1,739.61	\$30,144.06
10/16/2029	43	\$0.00	\$120.16	\$1,619.45	\$1,739.61	\$28,524.61
11/16/2029	44	\$0.00	\$117.50	\$1,622.11	\$1,739.61	\$26,902.50
12/16/2029	45	\$0.00	\$107.24	\$1,632.37	\$1,739.61	\$25,270.13
Year 2029		\$0.00	\$1,731.67	\$19,143.65	\$20,875.32	
01/16/2030	46	\$0.00	\$104.09	\$1,635.52	\$1,739.61	\$23,634.61

Date	Number	MOB	Interest	Principal	Payment	Balance
02/16/2030	47	\$0.00	\$97.36	\$1,642.25	\$1,739.61	\$21,992.36
03/16/2030	48	\$0.00	\$81.82	\$1,657.79	\$1,739.61	\$20,334.57
04/16/2030	49	\$0.00	\$83.76	\$1,655.85	\$1,739.61	\$18,678.72
05/16/2030	50	\$0.00	\$74.46	\$1,665.15	\$1,739.61	\$17,013.57
06/16/2030	51	\$0.00	\$70.08	\$1,669.53	\$1,739.61	\$15,344.04
07/16/2030	52	\$0.00	\$61.17	\$1,678.44	\$1,739.61	\$13,665.60
08/16/2030	53	\$0.00	\$56.29	\$1,683.32	\$1,739.61	\$11,982.28
09/16/2030	54	\$0.00	\$49.36	\$1,690.25	\$1,739.61	\$10,292.03
10/16/2030	55	\$0.00	\$41.03	\$1,698.58	\$1,739.61	\$8,593.45
11/16/2030	56	\$0.00	\$35.40	\$1,704.21	\$1,739.61	\$6,889.24
12/16/2030	57	\$0.00	\$27.46	\$1,712.15	\$1,739.61	\$5,177.09
Year 2030		\$0.00	\$782.28	\$20,093.04	\$20,875.32	
01/16/2031	58	\$0.00	\$21.33	\$1,718.28	\$1,739.61	\$3,458.81
02/16/2031	59	\$0.00	\$14.25	\$1,725.36	\$1,739.61	\$1,733.45
03/16/2031	60	\$0.00	\$6.45	\$1,733.45	\$1,739.90	\$0.00
Year 2031		\$0.00	\$42.03	\$5,177.09	\$5,219.12	
Grand Total		\$0.00	\$11,876.89	\$92,500.00	\$104,376.89	

SA&I 429 (2021)

Resolution 26-217

Appointment of Requisition Officers

Be it resolved, in accordance with provisions of 19 OS § 1501 (paragraph 4) the following INDIVIDUALS are designated as requisitioning officers and are authorized to request purchases against the indicated funds. The elected official may designate two individuals per fund.

Employee	Position	Fund
<u>Mark Collier</u>	<u>Requisitioning Officer</u>	<u>General, VOCA</u>
		<u>Equitable Sharing</u>
		<u>Control Substance</u>
		<u>Seizure of Property</u>
		<u>991 Supervision</u>
		<u>Supervision Fee</u>

Further, entities described in subparagraphs a, b, c and d of Title 19 OS § 1502.4 choosing to have any nonemployee of the county designated as a receiving and requisitioning officer shall provide evidence of blanket bond coverage or employee dishonesty liability insurance for each such designee. Said bond is herein attached.

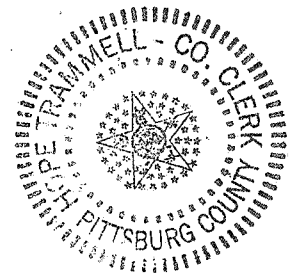
[Signature]
Elected Officer/Board/Department Head

3/20/26
DATE

Presented to the Board of County Commissioner on this 16th day of March, 2026.

[Signature]
Chairperson

ATTEST: [Signature]



County Clerk

Date: March 16, 2026

District Attorney
Charles B. "Chuck" Sullivan



Pittsburg County Courthouse
109 East Carl Albert Parkway
McAlester, OK 74501
PHONE (918) 423-1324
FAX (918) 423-8575

Assistant District Attorneys
James M. Green
Mark L. Collier
Lauren E. Dutton-Alvarez

OFFICE OF DISTRICT ATTORNEY
District 18
State of Oklahoma

Haskell County Courthouse
202 East Main
Stigler, OK 74462
PHONE (918) 967-4648
FAX (918) 967-2443

March 4, 2026

Hope Trammell, County Clerk
Pittsburg County Courthouse
115 E. Carl Albert Pkwy.
McAlester, OK 74501

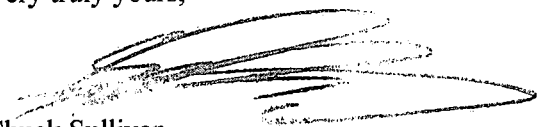
In re: Requisitioning Officer

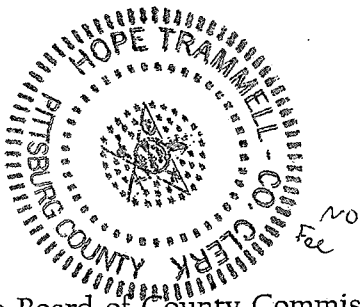
Greetings:

I am writing to notify you that I am naming Mark Collier as Requisitioning Officer for the Pittsburg County District Attorney's Office and removing First Assistant District Attorney Adam R. Scharn effective March 9, 2026.

If you have any questions, please feel to contact me.

Very truly yours,


Chuck Sullivan
District Attorney



RESOLUTION
26-218

I-2026-002449 Book 2830 Pg 449
03/20/2026 12:12pm Pg 0449-0449
Fee: \$0.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK ms

The Board of County Commissioners of Pittsburg County met in regular session on Monday, March 16, 2026.

WHEREAS, on February 17, 2026, the Board held a public hearing to close:

Public platted roads, undeveloped, in Townsite Addition#11 as follows: The north/south boundary between Lot 52 and 37; The east/west boundary between Lot 52 and Lot 49; The east/west boundary Lot 48 and Lot 37; The north/south boundary between Lot 36 and Lot 35; The east/west boundary lot between Lot 33 and Lot 35; The east/west boundary between Lot 32 and Lot 34; The north/south boundary between Lot 32 and the common boarders with Lots 24 and Lot 26; The north/south boundary between Lots 34 and the common boarders with Lots 27 and 30; The east/west boundary between Lot 26 and Lot 27; The east/west boundary Lot 25 and Lot 28 embraced in Section 23, Township 5 North, Range 15 East, Pittsburg County Oklahoma- District 2

WHEREAS, during the public hearing held on February 17, 2026, there were those present who supported the closing and those present who opposed the closing.

WHEREAS, Commissioner Mike Haynes explained to those opposed that the roads located in the closure are roads that have never been opened, are not in use and have never been constructed. He also explained that the roads are located only between properties that are currently owned by the petitioner.

WHEREAS, there was a lot of discussion and copies of the petitions presented to the Board was given to those opposing but no further discussion or complaints were given to the Board as of Friday, March 13, 2026.

WHEREAS, the Board of County Commissioners of Pittsburg County approve the closure of the roads described above.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, do hereby close the above-mentioned roads.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN *Ron Selman*

VICE-CHAIRMAN *Mike Haynes*

MEMBER *Cal*

COUNTY CLERK *Hope Trammell*

